

Case No. 6:19-cv-00655

Exhibit A

Bosque County - District Clerk

CV19323

CAUSE NO: \_\_\_\_\_

DANNY DENICUS d/b/a TOP  
FLIGHT RETRIEVERS,  
Plaintiff,

v.

TRAVIS BOSACKER,

Defendant.

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IN THE DISTRICT COURT

220TH JUDICIAL DISTRICT

BOSQUE COUNTY, TEXAS

Filed: 10/18/2019 12:25 PM

Juanita Miller

District Clerk

Bosque County, Texas

Stella Green

**PLAINTIFF'S ORIGINAL PETITION  
AND REQUEST FOR DISCLOSURES**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Plaintiff, DANNY DENICUS d/b/a TOP FLIGHT RETRIEVERS ("Denicus") complaining of TRAVIS BOSACKER ("Bosacker") and would show the Court the following:

**I. DISCOVERY CONTROL PLAN**

1. Pursuant to Texas Rule of Civil Procedure 190.03, Denicus intends to conduct discovery under a level 2 discovery control plan.

**II. PARTIES**

2. Plaintiff, Danny Denicus d/b/a Top Flight Retrievers is an individual residing in Bosque County, Texas. The last three digits of Denicus' driver license number are XXXXX306 and the last three digits of his social security number are xxxxxx092.

3. Defendant, Travis Bosacker, is an individual residing in Wright County, Minnesota who may be served with process in this matter by serving him at his home and business located at 13850 County Road NW, Monticello, Minnesota 55362. Denicus is

unaware of the last three digits of Bosacker's social security number or his driver's license number.

### **III. JURISDICTION AND VENUE**

4. This Court has personal jurisdiction over the Defendant because he engaged in business in the State of Texas by contracting with Denicus, who is a Texas resident, which contract was performed, in whole or in part, in Texas. Specifically, Defendant requested Denicus take dogs owned by Defendant to Texas for boarding and training, and Denicus boarded and trained the dogs in the State of Texas. This Court has subject matter jurisdiction of this lawsuit because the amounts in controversy exceeds the minimum jurisdictional limits of this Court.

5. Venue is proper in Bosque County pursuant to Texas Civil Practice & Remedies Code Section 15.092(b) because this is a suit on an oral contract for labor actually performed in this county and precinct, and pursuant to Texas Civil Practice and Remedies Code Section 15.002(a)1 because all or a substantial part of the events and omissions giving rise to the claims of Denicus occurred in Bosque County. Specifically, Denicus was asked to train and board the Defendant's dogs and the training and boarding took place in Bosque County, Texas.

### **IV. RULE 47 STATEMENT**

6. Pursuant to Texas Rules of Procedure 47, Denicus seeks monetary relief of less than \$100,000 and also non-monetary relief.

### **V. FACTS**

7. For the majority of Denicus' adult life, he has acted as a professional dog trainer, specializing in obedience and retriever training.

8. Defendant is also a dog trainer who owns and operates a dog kennel located in Monticello Minnesota under the name Hidden Acres Pet Resort (the "Kennel").

9. From approximately 2008 to 2012, Denicus worked as a trainer for Defendant in Minnesota. Denicus trained other trainers, sharing with them his techniques for both obedience training and field trial training, and Denicus also trained several dogs which were assigned to him by Defendant. Denicus was paid for these services.

10. In 2012, there was a disagreement between Denicus and Defendant concerning training methods, the values attributed to dogs Defendant was selling, and statements and representations which were being made to customers and individuals purchasing dogs from Defendant.

11. From 2012 until 2017, Denicus worked in the state of Texas in an unrelated industry.

12. In November of 2016, while Denicus was working in Texas, Defendant called him to ask if he would take in Chip, a new puppy, for evaluation and to start him with general training. Denicus agreed and picked up Chip for training and boarding. From November 2016 through April 2017, Denicus took care of Chip, providing training in accordance with industry standards and incurring expenditures for boarding and care. The customary charge for these services is \$800 per month, plus incidental charges.

13. In the spring of 2017, Defendant contacted Denicus to request that he take additional dogs for evaluation, and obedience and basic training. In April 2017, Denicus picked up five more dogs from Defendant which he cared for and trained for Defendant. Denicus took care of the 6 dogs from April 2017 through June 2017. During this period, Denicus trained the dogs in a manner consistent with industry standards and provided



boarding and other care necessary to maintain the dogs. Given the number of dogs trained, the reasonable and customary charge for the services and goods provided by Denicus is \$500 per dog, per month, plus incidental charges after credit for food, equipment and supplies provided by Defendant.

14. In the summer of 2017, Defendant was having health issues, and asked if Denicus would help him with the Kennel. Denicus was working in Texas, but agreed to take a leave of absence from his employer and went to Minnesota for the summer to help out. From July 2017 through October 2017, Denicus worked for Defendant in return for a monthly fee.

15. In November 2017, Denicus returned to Texas. Prior to returning, Defendant requested that Denicus take the 6 dogs he had trained in Texas the prior winter, along with 3 additional dogs, again requesting that Denicus board and train Defendant's 9 dogs. From November 2017 through May 2018, Denicus trained and cared for Defendant's 9 dogs. Dream, one of the new the dogs Defendant delivered to Denicus was not owned by Defendant, but Defendant had agreed to train Dream for its owner. Defendant agreed that if Denicus would train Dream, he would pay him a monthly fee of \$1,200.00 which was the amount Defendant was charging the owner. The reasonable and customary charge for these services provided to the other 8 dogs is \$450.00 per month, for each dog.

16. In June 2018, Denicus returned to the Kennel to assist Defendant with operations and dog training. From approximately June 2018 through mid November 2018, Denicus worked for Defendant for an agreed upon monthly fee.

17. In November 2018, Denicus returned to Texas. Defendant gave Denicus 8 dogs to care for and train, comprising of the 9 dogs he trained the previous winter, less Dream. From November through December, Denicus trained and cared for these 8 dogs. The reasonable and customary charge for these services provided to the other 8 dogs is \$450.00 per month, for each dog.

18. In December of 2018, Denicus returned to Minnesota to assist Defendant with the Kennel for a couple of weeks so that Defendant could spend time with a family member who was having health issues. When Denicus returned to Texas in January 2019, he was asked to take Dream with him to continue her training. As a result, Denicus cared for and trained 8 dogs belonging to Defendant from November 2018 through March 2019, and additionally trained Dream from January 2019 through March 2019. The agreed upon monthly charge for Dream was \$1200 and the reasonable and customary charge for the services for training the other 8 dogs was \$450 per month, per dog.

19. In April 2019, Defendant picked up Dream, and dropped off 5 more dogs for Denicus to care for. Because of the warm temperatures in Texas, Denicus was unable to train the 14 dogs. However, Denicus did board and care for the 14 dogs Defendant delivered to him. Denicus fed the dogs, cared for the dogs, and administered heartworm prevention and flea prevention as customary and consistent with industry standards. Because the dogs were not trained by Denicus, the boarding charge for each dog was \$60.00 per month. In addition, Denicus incurred \$93.95 for flea prevention for each of the dogs. These costs and expenses are reasonable and customary and consistent with industry standard.

20. During the summer of 2019, Dano, one of Defendants dogs delivered to Denicus developed inversion, which is a potentially fatal condition resulting from the dog's stomach flipping. Denicus rushed the dog to the vet and was informed that the options were to either put the dog down or treat the dog with no guarantee he would survive. Denicus chose to treat the dog and he has incurred \$11,000 in costs and expenses. Dano has survived, however, because inversion is a hereditary ailment, Dano is not considered an appropriate dog for breeding.

21. Over the preceding 2 years, Denicus has attempted to resolve those issues made the basis of this pleading with Defendant. Denicus has been unable to reach agreement and therefore initiated this lawsuit to recover compensation for the services provided to and for the benefit of Defendant.

**VI. CAUSE OF ACTION (1) – SUIT ON SWORN ACCOUNT**

22. Denicus incorporates all paragraphs of this pleading as set forth herein including those previously and subsequently pled.

23. Denicus provided goods and services consisting of dog training and boarding for the benefit of Defendant, providing the dogs with food, heartworm prevention and flea prevention medications, shells and birds, and training all for the benefit of Defendant. The prices charged are just and true because those prices are usual, customary, reasonable and consistent with industry standard.

24. Denicus has kept a systematic record of the transactions at issue. All lawful offsets, payments and credits have been applied to the account of Defendant. The account remains open and unpaid. Denicus has sustained damages in a liquidated amount.



25. Denicus seeks to recover actual damages in the following amounts from Defendant.

Dog Name	Time		No.	Rate	Misc Exp	Total	Invoice	Running Total
Chip	11/1/2016	4/30/2016	5	\$ 800.00	\$ 125.00	\$ 4,125.00		\$ 4,125.00
							\$ 4,125.00	
Eli	4/15/2017	7/15/2017	3	\$ 500.00	\$ 75.00	\$ 1,575.00		\$ 5,700.00
Dano	4/15/2017	7/15/2017	3	\$ 500.00	\$ 75.00	\$ 1,575.00		\$ 7,275.00
Bronco	4/15/2017	7/15/2017	3	\$ 500.00	\$ 75.00	\$ 1,575.00		\$ 8,850.00
Gadget	4/15/2017	7/15/2017	3	\$ 500.00	\$ 75.00	\$ 1,575.00		\$ 10,425.00
Clyde	4/15/2017	7/15/2017	3	\$ 500.00	\$ 75.00	\$ 1,575.00		\$ 12,000.00
Chip	4/15/2017	7/15/2017	3	\$ 500.00	\$ 75.00	\$ 1,575.00		\$ 13,575.00
							\$ 9,450.00	
Dream	11/1/2017	5/31/2018	7	\$ 1,200.00	\$ 175.00	\$ 8,575.00		\$ 22,150.00
Clyde	11/1/2017	5/31/2018	7	\$ 450.00	\$ 175.00	\$ 3,325.00		\$ 25,475.00
Eli	11/1/2017	5/31/2018	7	\$ 450.00	\$ 175.00	\$ 3,325.00		\$ 28,800.00
Dano	11/1/2017	5/31/2018	7	\$ 450.00	\$ 175.00	\$ 3,325.00		\$ 32,125.00
Chip	11/1/2017	5/31/2018	7	\$ 450.00	\$ 175.00	\$ 3,325.00		\$ 35,450.00
Bronco	11/1/2017	5/31/2018	7	\$ 450.00	\$ 175.00	\$ 3,325.00		\$ 38,775.00
Bonnie	11/1/2017	5/31/2018	7	\$ 450.00	\$ 175.00	\$ 3,325.00		\$ 42,100.00
Ice	11/1/2017	5/31/2018	7	\$ 450.00	\$ 175.00	\$ 3,325.00		\$ 45,425.00
Gadget	11/1/2017	5/31/2018	7	\$ 450.00	\$ 175.00	\$ 3,325.00		\$ 48,750.00
							\$ 35,175.00	
Eli	11/1/2018	3/30/2019	5	\$ 450.00	\$ 125.00	\$ 2,375.00		\$ 51,125.00
Gadget	11/1/2018	3/30/2019	5	\$ 450.00	\$ 125.00	\$ 2,375.00		\$ 53,500.00
Clyde	11/1/2018	3/30/2019	5	\$ 450.00	\$ 125.00	\$ 2,375.00		\$ 55,875.00
Bronco	11/1/2018	3/30/2019	5	\$ 450.00	\$ 125.00	\$ 2,375.00		\$ 58,250.00
Chip	11/1/2018	3/30/2019	5	\$ 450.00	\$ 125.00	\$ 2,375.00		\$ 60,625.00
Dano	11/1/2018	3/30/2019	5	\$ 450.00	\$ 125.00	\$ 2,375.00		\$ 63,000.00
Bonnie	11/1/2018	3/30/2019	5	\$ 450.00	\$ 125.00	\$ 2,375.00		\$ 65,375.00
Ice	11/1/2018	3/30/2019	5	\$ 450.00	\$ 125.00	\$ 2,375.00		\$ 67,750.00
Dream	1/1/2018	3/30/2019	3	\$ 1,200.00	\$ 75.00	\$ 3,675.00		\$ 71,425.00
							\$ 22,675.00	



Clyde	4/1/2019	10/1/2019	6	\$ 60.00	\$ 93.95	\$ 453.95		\$ 71,878.95
Eli	4/1/2019	10/1/2019	6	\$ 60.00	\$ 93.95	\$ 453.95		\$ 72,332.90
Gadget	4/1/2019	10/1/2019	6	\$ 60.00	\$ 93.95	\$ 453.95		\$ 72,786.85
Bronco	4/1/2019	10/1/2019	6	\$ 60.00	\$ 93.95	\$ 453.95		\$ 73,240.80
Chip	4/1/2019	10/1/2019	6	\$ 60.00	\$ 93.95	\$ 453.95		\$ 73,694.75
Bonnie	4/1/2019	10/1/2019	6	\$ 60.00	\$ 93.95	\$ 453.95		\$ 74,148.70
Ice	4/1/2019	10/1/2019	6	\$ 60.00	\$ 93.95	\$ 453.95		\$ 74,602.65
Dano	4/1/2019	10/1/2019	6	\$ 60.00	\$ 93.95	\$ 453.95		\$ 75,056.60
Django	4/1/2019	10/1/2019	6	\$ 60.00	\$ 93.95	\$ 453.95		\$ 75,510.55
Riff	4/1/2019	10/1/2019	6	\$ 60.00	\$ 93.95	\$ 453.95		\$ 75,964.50
Winnie	4/1/2019	10/1/2019	6	\$ 60.00	\$ 93.95	\$ 453.95		\$ 76,418.45
Callie	4/1/2019	10/1/2019	6	\$ 60.00	\$ 93.95	\$ 453.95		\$ 76,872.40
Riot	4/1/2019	10/1/2019	6	\$ 60.00	\$ 93.95	\$ 453.95		\$ 77,326.35
Spare	4/1/2019	10/1/2019	6	\$ 60.00	\$ 93.95	\$ 453.95		\$ 77,780.30
							\$ 6,355.30	
Dream's Puppy						\$(1,200.00)		\$ 76,580.30
Dano					\$ 9,000.00			\$ 85,580.30

The claim of Denicus is supported by the Affidavit of Denicus and supporting documents attached hereto as **Exhibits A, A-1 and A-2**.

26. In addition, Denicus seeks to recover pre and post judgment interest at the highest lawful rate allowed by law. Denicus also seeks to recover his costs and attorney's fees. Denicus has presented the claims to Defendant and such claims remain unpaid.

## **VII. CAUSE OF ACTION (2) – BREACH OF CONTRACT**

27. Denicus incorporates all paragraphs as set forth in this pleading including those previously and subsequently pled.

28. Denicus and Defendant entered into a valid and enforceable contract with respect to the care and training of dogs by Denicus for the benefit of Defendant. Denicus is the proper party to bring suit for breach of contract. Denicus tendered performance of or was excused from performing those contractual obligations made the basis of his claims. Defendant has breached the contract by failing to tender amounts due and owing

thereunder. Defendant's breaches have caused Denicus to suffer damages within the jurisdictional limits of this Court for which Denicus seeks to recover in this lawsuit.

29. Denicus seeks to recover his actual damages plus pre and post judgment interest at the highest lawful rate. In addition, Denicus seeks to recover costs and attorney's fees. Denicus has presented his claims to Defendant and such claims remain unpaid.

**VIII. CAUSE OF ACTION (3) – UNJUST ENRICHMENT**

30. Denicus incorporates all paragraphs as set forth in this pleading including those previously and subsequently pled.

31. Denicus has incurred costs and expenses in boarding and caring for the dogs and expended significant time and effort in training the dogs, all for the benefit of Defendant. The conduct of Denicus has substantially increased the value of the dogs for the benefit of Defendant. It would be unconscionable for Defendant to retain the benefits provided by Denicus without requiring Defendant to reimburse Denicus for out-of-pocket expenses incurred and to compensate him for the value of training provided. Accordingly, Defendant has been unjustly enriched at Denicus' expense. Denicus seeks to recover such amounts by virtue of this lawsuit.

**IX. CAUSE OF ACTION (4) – QUANTUM MERUIT**

32. Denicus incorporates all paragraphs as set forth in this pleading including those previously and subsequently pled.

33. Pleading in the alternative, the Defendant accepted the goods and services provided by Denicus, yet has not compensated Denicus for those goods and services.

34. Denicus has provided valuable services and provided materials consisting of dog food, flea prevention and heartworm prevention medications, veterinarian services and treatments where needed, and valuable training which has enhanced the value of the dogs.

35. The services provided by Denicus were rendered and furnished with the expectation that Denicus would receive payment and compensation commensurate with the value of those services.

36. The services provided by Denicus were accepted by Defendant, or were actually requested and sought out by Defendant.

37. The services were provided by Denicus and accepted by Defendant under such circumstances that Defendant was reasonably notified that Denicus was performing the services and furnishing the goods in connection therewith based upon the expectation he would be paid and compensated for his services.

38. Denicus brings this suit seeking to recover actual damages based upon the legal theory of quantum meruit. In connection therewith, Denicus seeks to recover his actual damages and pre-judgment and post-judgment interest at the highest lawful rate. In addition, Denicus seeks to recover costs and attorney's fees. Denicus has presented his claims to Defendant which claims remain unpaid.

**X. CAUSE OF ACTION (5) – PROMISSORY ESTOPPEL**

39. Denicus incorporates all paragraphs as set forth in this pleading including those previously and subsequently pled.

40. Pleading in the alternative, Defendant made a promise to Denicus that Defendant did not keep. Denicus has acted in reasonable and detrimental reliance on



the promises and representations of Defendant. Specifically, the Defendant promised that Denicus would be compensated in return for boarding, care and training of Defendant's dogs. Defendant made the promises to Denicus for the purpose of inducing him or for the purpose of encouraging him to act in reliance upon the reasonable belief that Denicus would receive compensation and value for boarding, caring for and training Defendant's dogs.

41. At all times, Defendant was fully aware of the fact that Denicus was incurring costs and expenses to board and care for Defendant's dogs and expending time, effort and toil to train Defendant's dogs. Denicus therefore seeks to recover the value of the boarding, care and training provided to and for the benefit of Defendant. Denicus also seeks to recover pre-judgment and post-judgment interest at the highest allowable rate. Denicus also seeks to recover reasonably incurred attorney's fees and court costs.

#### **XI. JURY TRIAL**

42. Denicus requests a jury trial on all issues of fact in this lawsuit, pursuant to Texas Rules of Civil Procedure 216.

#### **XII. CONDITIONS PRECEDENT**

43. All conditions precedent to Plaintiff's claim for relief have been performed, have occurred, or alternatively are excused due to the actions or inactions of Defendant.

#### **XIII. NOTICE OF INTENT TO USE DOCUMENTS**

44. Denicus by and through the undersigned attorney notifies Defendant of his intention to use at any pre-trial proceeding or at trial any documents produced by Defendant in response to Plaintiff's written discovery.

**XIV. REQUEST FOR DISCLOSURES**

45. Plaintiff requests that Defendant disclose within fifty (50) days of service of this petition, the information and material described in Rules 194 and 190.2(b)(6), of Texas Rules of Civil Procedure.

**XV. ATTORNEYS' FEES**

46. Plaintiff is entitled to recover reasonable and necessary attorney's fees under Tex. Civ. Prac. & Rem. Code Chapter 38 because this is a suit for breach of contract.

47. Plaintiff has retained the law firm of Hansen & Associates and has been required to initiate suit to collect the balance due on the Note. Therefore, Plaintiff is entitled to recover its reasonable attorney's fees.

**PRAYER**

WHEREFORE, PREMISES CONSIDERED, Denicus prays that Defendant be cited to answer and appear and answer herein and upon final hearing that Denicus be awarded:

1. actual damages;
2. attorney's fees and costs;
3. pre-judgment and post-judgment interest at the highest lawful rate; and
4. all other relief at law and in equity to which Plaintiff may show himself justly entitled.

Respectfully submitted,

HANSEN & ASSOCIATES

/ s / Jeffrey E. Hansen

Jeffrey E. Hansen  
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817.429.0956 (Phone)  
817.496.4605 (Fax)

ATTORNEY FOR PLAINTIFF



# **Exhibit A**

CAUSE NO: \_\_\_\_\_

DANNY DENICUS d/b/a TOP FLIGHT  
RETRIEVERS,  
Plaintiff,

v.

TRAVIS BOSACKER,

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IN THE COUNTY COURT

AT LAW NO. \_\_\_\_\_

BOSQUE COUNTY, TEXAS

**AFFIDAVIT OF DANNY DENICUS**

STATE OF TEXAS §  
§  
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared  
DANNY DENICUS, Affiant, who after being duly sworn upon oath duly stated:

1. "My name is Danny Denicus. I am over 18 years of age, of sound mind  
and capable to make this Affidavit and the facts stated herein are true and correct to the  
best of my knowledge. I am making this Affidavit to support the claims and causes of  
action I have asserted in the above styled litigation (the "Lawsuit").

2. I am familiar with all facts and circumstances as pled in Lawsuit and the  
basis of the claims and causes of action which I have asserted as I am the individual  
who provided the goods, labor and services which are made the basis of my claims. I  
therefore make this Affidavit based upon my own personal knowledge of the facts set  
forth in this Affidavit, which facts are true and correct.

3. The claims which I have made in the Original Petition filed in the Lawsuit  
are based upon a sworn account arising from services and goods which have been

provided to and for the benefit of Defendant, Travis Bosacker. In connection with the provision of those goods and services, I have maintained a systematic record of the costs, expenses and charges which have been incurred in connection with providing those services.

4. By virtue of my operation of my dog training business in Texas, I have care, custody and control of all records concerning my business operations and am familiar with the training provided to and for the benefit of Defendant and the account with Defendant.

5. True and correct copies of the records of account are attached hereto as Exhibit A-1 & Exhibit A-2.

6. My records indicate that Defendant is indebted to me and owes me the following amounts:

Dog Name	Time		No.	Rate	Misc Exp	Total	Invoice	Running Total
Chip	11/1/2016	4/30/2016	5	\$ 800.00	\$ 125.00	\$ 4,125.00		\$ 4,125.00
							\$ 4,125.00	
Eli	4/15/2017	7/15/2017	3	\$ 500.00	\$ 75.00	\$ 1,575.00		\$ 5,700.00
Dano	4/15/2017	7/15/2017	3	\$ 500.00	\$ 75.00	\$ 1,575.00		\$ 7,275.00
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Gadget	4/15/2017	7/15/2017	3	\$ 500.00	\$ 75.00	\$ 1,575.00		\$ 10,425.00
Clyde	4/15/2017	7/15/2017	3	\$ 500.00	\$ 75.00	\$ 1,575.00		\$ 12,000.00
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Dream	11/1/2017	5/31/2018	7	\$ 1,200.00	\$ 175.00	\$ 8,575.00		\$ 22,150.00
Clyde	11/1/2017	5/31/2018	7	\$ 450.00	\$ 175.00	\$ 3,325.00		\$ 25,475.00
Eli	11/1/2017	5/31/2018	7	\$ 450.00	\$ 175.00	\$ 3,325.00		\$ 28,800.00
Dano	11/1/2017	5/31/2018	7	\$ 450.00	\$ 175.00	\$ 3,325.00		\$ 32,125.00
Chip	11/1/2017	5/31/2018	7	\$ 450.00	\$ 175.00	\$ 3,325.00		\$ 35,450.00
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Bonnie	11/1/2017	5/31/2018	7	\$ 450.00	\$ 175.00	\$ 3,325.00		\$ 42,100.00
Ice	11/1/2017	5/31/2018	7	\$ 450.00	\$ 175.00	\$ 3,325.00		\$ 45,425.00
Gadget	11/1/2017	5/31/2018	7	\$ 450.00	\$ 175.00	\$ 3,325.00		\$ 48,750.00
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Eli	11/1/2018	3/30/2019	5	\$ 450.00	\$ 125.00	\$ 2,375.00		\$ 51,125.00
Gadget	11/1/2018	3/30/2019	5	\$ 450.00	\$ 125.00	\$ 2,375.00		\$ 53,500.00
Clyde	11/1/2018	3/30/2019	5	\$ 450.00	\$ 125.00	\$ 2,375.00		\$ 55,875.00
Bronco	11/1/2018	3/30/2019	5	\$ 450.00	\$ 125.00	\$ 2,375.00		\$ 58,250.00
Chip	11/1/2018	3/30/2019	5	\$ 450.00	\$ 125.00	\$ 2,375.00		\$ 60,625.00
Dano	11/1/2018	3/30/2019	5	\$ 450.00	\$ 125.00	\$ 2,375.00		\$ 63,000.00
Bonnie	11/1/2018	3/30/2019	5	\$ 450.00	\$ 125.00	\$ 2,375.00		\$ 65,375.00
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Clyde	4/1/2019	10/1/2019	6	\$ 60.00	\$ 93.95	\$ 453.95		\$ 71,878.95
Eli	4/1/2019	10/1/2019	6	\$ 60.00	\$ 93.95	\$ 453.95		\$ 72,332.90
Gadget	4/1/2019	10/1/2019	6	\$ 60.00	\$ 93.95	\$ 453.95		\$ 72,786.85
Bronco	4/1/2019	10/1/2019	6	\$ 60.00	\$ 93.95	\$ 453.95		\$ 73,240.80
Chip	4/1/2019	10/1/2019	6	\$ 60.00	\$ 93.95	\$ 453.95		\$ 73,694.75
Bonnie	4/1/2019	10/1/2019	6	\$ 60.00	\$ 93.95	\$ 453.95		\$ 74,148.70
Ice	4/1/2019	10/1/2019	6	\$ 60.00	\$ 93.95	\$ 453.95		\$ 74,602.65
Dano	4/1/2019	10/1/2019	6	\$ 60.00	\$ 93.95	\$ 453.95		\$ 75,056.60
Django	4/1/2019	10/1/2019	6	\$ 60.00	\$ 93.95	\$ 453.95		\$ 75,510.55
Riff	4/1/2019	10/1/2019	6	\$ 60.00	\$ 93.95	\$ 453.95		\$ 75,964.50
Winnie	4/1/2019	10/1/2019	6	\$ 60.00	\$ 93.95	\$ 453.95		\$ 76,418.45
Callie	4/1/2019	10/1/2019	6	\$ 60.00	\$ 93.95	\$ 453.95		\$ 76,872.40
Riot	4/1/2019	10/1/2019	6	\$ 60.00	\$ 93.95	\$ 453.95		\$ 77,326.35
Spare	4/1/2019	10/1/2019	6	\$ 60.00	\$ 93.95	\$ 453.95		\$ 77,780.30
							\$ 6,355.30	
Dream's Puppy						\$(1,200.00)		\$ 76,580.30
Dano					\$ 9,000.00			\$ 85,580.30

7. The amount of the claims as asserted by me in this proceeding are within my knowledge and are just and true. The amount stated in my Original Petition and suit on sworn account are due and owing to me from Defendant, Travis Bosacker, and all just and lawful offsets, payments and credits have been allowed.

8. I have made demand upon Defendant to pay the above amounts, but Defendant has failed to do so.

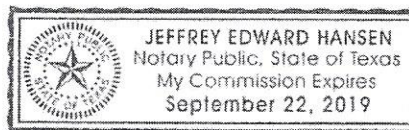
9. The charges which are set forth above are based upon industry standard and represent the usual, customary and reasonable charges for the goods and services provided by me to and for the benefit of Defendant, Travis Bosacker.

Further Affiant sayeth not."

Danny Denicus  
DANNY DENICUS

SUBSCRIBED AND SWORN TO BEFORE ME on this 18 day of October 2019, came DANNY DENICUS, to certify which witness my hand and official seal.

[Signature]  
Notary Public  
In and for the State of Texas



# **Exhibit A – 1**



## Top Flight Training:

Dog Name	Time		No.	Rate	Misc Exp	Total	Invoice	Running Total
Chip	11/1/2016	4/30/2016	5	\$ 800.00	\$ 125.00	\$ 4,125.00	\$ 4,125.00	Misc: Bird and shell charges
Eli	4/15/2017	7/15/2017	3	\$ 500.00	\$ 75.00	\$ 1,575.00	\$ 4,125.00	Misc: Bird and shell charge
Dano	4/15/2017	7/15/2017	3	\$ 500.00	\$ 75.00	\$ 1,575.00		Misc: Bird and shell charge
Bronco	4/15/2017	7/15/2017	3	\$ 500.00	\$ 75.00	\$ 1,575.00		Misc: Bird and shell charge
Gadget	4/15/2017	7/15/2017	3	\$ 500.00	\$ 75.00	\$ 1,575.00		Misc: Bird and shell charge
Clyde	4/15/2017	7/15/2017	3	\$ 500.00	\$ 75.00	\$ 1,575.00		Misc: Bird and shell charge
Chip	4/15/2017	7/15/2017	3	\$ 500.00	\$ 75.00	\$ 1,575.00	\$ 9,450.00	Misc: Bird and shell charge
Dream	11/1/2017	5/31/2018	7	\$ 1,200.00	\$ 175.00	\$ 8,575.00		Misc: Bird and shell charge
Clyde	11/1/2017	5/31/2018	7	\$ 450.00	\$ 175.00	\$ 3,325.00		Misc: Bird and shell charge
Eli	11/1/2017	5/31/2018	7	\$ 450.00	\$ 175.00	\$ 3,325.00		Misc: Bird and shell charge
Dano	11/1/2017	5/31/2018	7	\$ 450.00	\$ 175.00	\$ 3,325.00		Misc: Bird and shell charge
Chip	11/1/2017	5/31/2018	7	\$ 450.00	\$ 175.00	\$ 3,325.00		Misc: Bird and shell charge
Bronco	11/1/2017	5/31/2018	7	\$ 450.00	\$ 175.00	\$ 3,325.00		Misc: Bird and shell charge
Bonnie	11/1/2017	5/31/2018	7	\$ 450.00	\$ 175.00	\$ 3,325.00		Misc: Bird and shell charge
Ice	11/1/2017	5/31/2018	7	\$ 450.00	\$ 175.00	\$ 3,325.00		Misc: Bird and shell charge
Gadget	11/1/2017	5/31/2018	7	\$ 450.00	\$ 175.00	\$ 3,325.00	\$ 35,175.00	Misc: Bird and shell charge
Eli	11/1/2018	3/30/2019	5	\$ 450.00	\$ 125.00	\$ 2,375.00		Misc: Bird and shell charge
Gadget	11/1/2018	3/30/2019	5	\$ 450.00	\$ 125.00	\$ 2,375.00		Misc: Bird and shell charge
Clyde	11/1/2018	3/30/2019	5	\$ 450.00	\$ 125.00	\$ 2,375.00		Misc: Bird and shell charge
Bronco	11/1/2018	3/30/2019	5	\$ 450.00	\$ 125.00	\$ 2,375.00		Misc: Bird and shell charge
Chip	11/1/2018	3/30/2019	5	\$ 450.00	\$ 125.00	\$ 2,375.00		Misc: Bird and shell charge
Dano	11/1/2018	3/30/2019	5	\$ 450.00	\$ 125.00	\$ 2,375.00		Misc: Bird and shell charge
Bonnie	11/1/2018	3/30/2019	5	\$ 450.00	\$ 125.00	\$ 2,375.00		Misc: Bird and shell charge
Ice	11/1/2018	3/30/2019	5	\$ 450.00	\$ 125.00	\$ 2,375.00		Misc: Bird and shell charge
Dream	1/1/2018	3/30/2019	3	\$ 1,200.00	\$ 75.00	\$ 3,675.00	\$ 22,675.00	Misc: Bird and shell charge
					\$ 3,225.00			

Clyde	4/1/2019	10/1/2019	6	\$	60.00	\$	93.95	\$	453.95	\$	71,878.95	Misc: Flea prevent - 5 months
Eli	4/1/2019	10/1/2019	6	\$	60.00	\$	93.95	\$	453.95	\$	72,332.90	Misc: Flea prevent - 5 months
Gadget	4/1/2019	10/1/2019	6	\$	60.00	\$	93.95	\$	453.95	\$	72,786.85	Misc: Flea prevent - 5 months
Bronco	4/1/2019	10/1/2019	6	\$	60.00	\$	93.95	\$	453.95	\$	73,240.80	Misc: Flea prevent - 5 months
Chip	4/1/2019	10/1/2019	6	\$	60.00	\$	93.95	\$	453.95	\$	73,694.75	Misc: Flea prevent - 5 months
Bonnie	4/1/2019	10/1/2019	6	\$	60.00	\$	93.95	\$	453.95	\$	74,148.70	Misc: Flea prevent - 5 months
Ice	4/1/2019	10/1/2019	6	\$	60.00	\$	93.95	\$	453.95	\$	74,602.65	Misc: Flea prevent - 5 months
Dano	4/1/2019	10/1/2019	6	\$	60.00	\$	93.95	\$	453.95	\$	75,056.60	Misc: Flea prevent - 5 months
Django	4/1/2019	10/1/2019	6	\$	60.00	\$	93.95	\$	453.95	\$	75,510.55	Misc: Flea prevent - 5 months
Riff	4/1/2019	10/1/2019	6	\$	60.00	\$	93.95	\$	453.95	\$	75,964.50	Misc: Flea prevent - 5 months
Winnie	4/1/2019	10/1/2019	6	\$	60.00	\$	93.95	\$	453.95	\$	76,418.45	Misc: Flea prevent - 5 months
Callie	4/1/2019	10/1/2019	6	\$	60.00	\$	93.95	\$	453.95	\$	76,872.40	Misc: Flea prevent - 5 months
Riot	4/1/2019	10/1/2019	6	\$	60.00	\$	93.95	\$	453.95	\$	77,326.35	Misc: Flea prevent - 5 months
Spare	4/1/2019	10/1/2019	6	\$	60.00	\$	93.95	\$	453.95	\$	77,780.30	Misc: Flea prevent - 5 months
										\$	6,355.30	
Dream's Puppy									\$ (1,200.00)		\$	76,580.30
Dano								\$	9,000.00		\$	85,580.30
												Misc: Vet bill - inversion.

# **Exhibit A - 2**





## TOP FLIGHT RETRIEVERS

Date: 10/15/19

Invoice #. \_\_\_\_\_

Bill To: Travis Bosacker

Qty:	Description	Each	Amount	Tax
	Chip 5 mos Nov 2016 - April 2017	800 <sup>00</sup>	4,000 <sup>00</sup>	

Invoice Total

Total Due (including Tax)

Amount Paid

Balance Due

4,000

Thank You!

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 499 CR 2850 Kopperl, TX 76052

Date: 10/15/19

Invoice #. \_\_\_\_\_

Bill To: Travis Bosacker  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Qty:	Description	Each °	Amount	Tax
	April 2017 - July 2017	500 <sup>00</sup>		
	3mos training			
	6 dogs			

Dogs ELI

Dano

Bronco

Gadget

Clyde

~~Chip~~

Chip

Invoice Total ~~10,500~~ ~~10,500~~ 9,000

Total Due (including Tax)

Amount Paid

Balance Due ~~10,500~~ ~~10,500~~ 9,000

Thank You!

Date: 10/15/19

Invoice #: \_\_\_\_\_

Bill To: Travis Bosacker

Qty:	Description	Each	Amount	Tax
	Nov 17 thru June 2018	450 <sup>ea</sup>	25,200	
	8 dogs 7 months			
	DREAM 7 months	1,200	8,400	

Dogs

DREAM

Clyde

ELI

Dano

Chip

Bronco

Bonnie

Ice

Gadget

Invoice Total ~~28,850~~ 33,600

Total Due (including Tax)

Amount Paid

Balance Due ~~28,850~~ 33,600

Thank You!



Date: 10/15/19

Invoice #: \_\_\_\_\_

Bill To: Travis Bosackee

Qty:	Description	Each	Amount	Tax
	Nov 2018 - April 2019	450	18,000	
	8 dogs 5 months			
	DREAM Jaw - April	<del>1200</del>	<del>12000</del> 3600	
	4 months			

ELI  
Gadget  
Clyde  
Bronco  
Chip  
Danwo  
Bonnie  
Ice

Invoice Total

~~18,000~~

Total Due (including Tax)

Amount Paid

Balance Due

~~18,000~~ 21,600

Thank You!

Date: 10/15/19

Invoice #. \_\_\_\_\_

Bill To: Travis Bosacker

Qty:	Description	Each	Amount	Tax
	April 2019 <sup>to</sup> Oct 2019			
	14 dogs			
	Hw prev 6 months	140	840	
	Flea prev. 5 months		1,315.30	
	Feed and care 50 a month	50	4,200.00	

Dogs

Clyde

ELI

Gadget

Bronco

Chip

Bonnie

ICE

Dawo

DJango

Riff

Winnie

Callie

Riot

Spare

14 dogs

Invoice Total

Total Due (including Tax)

Amount Paid

Balance Due

6,355.3

Thank You!



Date:

10/15/19

Invoice #:

Bill To:

Travis Bosacker

Qty:	Description	Each	Amount	Tax
	Bred & Shell chg			
	Chip Nov 16 - Apr 17 5 mos	25 <sup>00</sup>	125 <sup>00</sup>	
	6 dogs bred chg Apr 2017 - July 17	25 <sup>00</sup>	<del>525<sup>00</sup></del> 450 <sup>00</sup>	
	9 dogs bred chg Nov 17 - June 18	25 <sup>00</sup>	1,575 <sup>00</sup>	
	8 dogs bred chg Nov 18 - March 19	25 <sup>00</sup>	1,000 <sup>00</sup>	
3	Dream Jan 19 - March 19	25 <sup>00</sup>	75 <sup>00</sup>	

~~This does not  
include bird charges  
from July 18 until now~~

Invoice Total

~~2,225<sup>00</sup>~~3,225<sup>00</sup>

Total Due (Including Tax)

Amount Paid

3

Balance Due

2,225<sup>00</sup>

Thank You!



Date: 10/15/19

Invoice #: \_\_\_\_\_

Bill To: Travis Bosacker

Qty:	Description	Each	Amount	Tax
	Credit			
	Puppy Radar Nov 6, 2017		1,200	

Puppy was suppose  
to swap for some of  
Dreams training which  
was client of Travis  
that I NEVER met OR  
EVER heard from

Invoice Total	1,200
Total Due (Including Tax)	
Amount Paid	
Balance Due	1,200

Thank You!